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DECLARATION OF RESTRICTIONS
as to
COREY MEADOWS
A Subdivision in Sylvania Township
Lucas County, Ohio

This declaration made and entered into by Corey Meadows Development Corp., an Ohio Corporation, this 24th day of September, 1965:

WITNESSETH:

WHEREAS, Corey Meadows Development Corp. holds title in fee simple to a certain parcel of land, situated in Sylvania Township, Lucas County, Ohio, hereinafter referred to as Corey Meadows and described as follows:

Lots 1 through 100, inclusive, in Corey Meadows, a Subdivision in Sylvania Township, Lucas County, Ohio; and

WHEREAS, Corey Meadows Development Corp. has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. the subdivision of said land into 100 lots numbered consecutively from 1 to 100, which subdivision is known and hereinafter referred to as Corey Meadows;

2. the dedication to public use of certain streets and ways therein; and

3. the reservation of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Corey Meadows Development Corp. desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Corey Meadows, certain easements and rights in, over and to Corey Meadows and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Corey Meadows and to impose herein certain restrictions on such lots in said Corey Meadows;

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said Corey Meadows as an architecturally harmonious, artistic, and desirable
residence district, Corey Meadows Development Corp., the owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Corey Meadows hereafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements, and restrictions, to-wit:

ARTICLE ONE

Section 1. All lots in Corey Meadows shall be known and described as residential lots and shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants, and no other than one, single family, private residence purpose building, including attached garage (hereinafter for convenience called "dwelling") shall be erected, reconstructed, placed or suffered to remain thereon; and no part of any lot in Corey Meadows shall be used for any non-residential purpose, except as otherwise provided herein, or as specifically permitted by the provisions of Section 18 hereof.

Section 2. Corey Meadows Development Corp. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over these portions of the rear and side of each lot, as shown on the plat of Corey Meadows, designated as utility rights-of-way, for the construction, operation and maintenance of electric power and communications lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the necessary incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Corey Meadows, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

Section 3. Corey Meadows Development Corp. reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

Section 4. Corey Meadows Development Corp. reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that
the same way as to conform to the general plan.

Section 5. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of said subdivision for nearer to any side line or rear line than shall be determined by Corey Meadows Development Corp., in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, porte-cochere, and other similar projections therefrom.

Section 6. No dwelling, attached garage, driveway, basement, swimming pool or other structure shall be erected, reconstructed, placed or suffered to remain on said lots, nor shall any change, addition to or alteration therein affecting outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications thereof showing the size, location, grade elevations, type, style of architecture, cost, use and materials of construction thereof, the color scheme thereof, and the grading plan of lot, which detailed plans and specifications shall have been first permanently lodged with and approved in writing by Corey Meadows Development Corp., its successors or assigns.

Section 7. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area (excluding garage and basement) less than shown in the following schedule:

1400 square feet on lots No. 1 to 6 inclusive and 92 to 100 inclusive,
1700 square feet on lots No. 81 to 91 inclusive,
1900 square feet on lots No. 7 to 40 inclusive and 63 to 80 inclusive, and
2150 square feet on lots No. 41 to 62 inclusive,

unless in the opinion of Corey Meadows Development Corp., the plan submitted is both of such design merit and sufficient cost to merit approval regardless of floor area; and no dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots unless (in addition to the floor area above specified and required) said dwelling shall include an attached garage of not less than 400 square feet providing spaces for two motor vehicles.
Section 8. No portion of the within described premises nearer to any street than
the building set-back line or lines shown upon the recorded plat of said subdivision shall
be used for any purpose other than that of lawn. Nothing herein contained, however, shall
be construed as preventing the use of such portion of said premises for walks (and drives
if otherwise permitted), the planting of trees or shrubbery, and the growing of flowers
or ornamental plants for the purpose of beautifying said premises, but no unsightly
objects shall be allowed, placed, or suffered to remain thereon. No trees, whose
diameter exceeds ten inches, measuring three feet from the ground, shall be removed
without the prior written consent of Corey Meadows Development Corp., provided nothing
herein contained shall be construed as preventing the removal of trees necessitated by
the construction site of any dwelling, driveway, or walks, whose plans have been approved
by Corey Meadows Development Corp., or removal ordered by any state or local governmental
agency having jurisdiction thereof. No fence, hedge, wall, or enclosure of any kind, for
any purpose, shall be erected, placed or suffered to remain upon said premises until the
written consent of Corey Meadows Development Corp. shall have been first obtained
therefor, and to be subject to the terms and conditions of said consent as to its type,
height, width, color, upkeep and any general conditions pertaining thereto that said
consent may name so that the same may conform to the general plan.

Section 9. No spirituous, vinous or fermented liquor of any kind shall be
manufactured or sold, either wholesale or retail, upon said premises, no industry,
business or trade, occupation or profession of any kind shall be conducted, maintained
or permitted upon said premises. No wall for gas or oil, shall at any time, whether
intended for temporary or permanent purpose, be erected, placed or suffered to remain
upon said premises; nor shall the premises be used in any way or for any purpose which
may endanger the health or unreasonably disturb the quiet of the owner or owners of any
adjoining land. No pole, lamp post, antenna tower, or gas meter, whether for use in
connection with radio, telephone, television, electric power or any other purpose, and
no advertising sign, billboard or other advertising device, whether for the purpose of
advertising the sale of said premises or otherwise, shall be erected, placed or suffered
to remain upon said premises, or upon or visible from the outside of said dwelling
without the written consent of Corey Meadows Development Corp. first having been obtained.
The right is reserved by Corey Meadows Development Corp. to erect small structures and
place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property during the construction period.

Section 10. No animals, rabbits, or poultry, of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. The Corey Meadows Development Corp. reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to become a nuisance to the owners or inhabitants of Corey Meadows.

Section 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers or a revolving type not higher than seven feet from the ground. No laundry shall be hung for drying on Sundays or legal holidays, nor laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No power yard equipment, such as power mowers and power shears shall be used by anyone on Sundays or legal holidays until after 10 A.M.

Section 12. All rubbish, and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage, may from time to time, be established by the Corey Meadows Development Corp., its successors or assigns.

Section 13. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Corey Meadows, except that a boat may be stored in the garage completely hidden from view. No trailer, tent, shack, barn, housecar, playhouse, green house, tree house, or outbuilding of any type will be permitted in Corey Meadows.

Section 14. No dwelling erected in said Corey Meadows shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within one year following the date of commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored therein, but if not incorporated within the structure within ninety days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of Corey Meadows Development Corp.
Section 15. No detached garage, tool house, or any other building of any type shall be erected, placed or suffered to remain on any part of said lots, except a dwelling including attached garage, plans for which shall have been submitted and approved and which shall be erected in conformity with each and all of the restrictions contained in this declaration of restrictions.

Section 16. The parcel of land upon which a dwelling is to be constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith, may include one lot or part of one, two or more lots delineated on the recorded plat of Corey Meadows, but only with the written consent of Corey Meadows Development Corp.

Section 17. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Corey Meadows Development Corp.

Section 18. No part of any lot in Corey Meadows shall be used for non-residential auto parking or non-residential driveway except as follows: The parts of Lots No. 84, 85 and 100, hereinafter more particularly described, may be used by Corey Meadows Development Corp. or conveyed by Corey Meadows Development Corp. for use as non-residential driveway and/or parking area provided such use is screened from the contiguous parts of said lots by a shrubbed, and landscaped area at least ten feet in width, said part lots (including the area to be used for shrub and landscaping) being described as follows:

That part of Lot 85, Corey Meadows, Sylvania Township, Lucas County, Ohio, bounded and described as follows: Beginning at the northerly corner of said Lot 85; thence southerly along the easterly line of said Lot 85 a distance of 74.21 feet; thence northerly to a point in the northerly line of said Lot 85 at said point being 73.61 feet southeasterly of the northerly corner of said Lot 85; and then northeasterly along said northerly line 73.61 feet to the place of beginning.

That part of Lot 84, Corey Meadows, Sylvania Township, Lucas County, Ohio, bounded and described as follows: Beginning at the northeasterly corner of said Lot 84; thence southwesterly along the southeasterly line of said Lot 84 a distance of 73.61 feet; thence on a straight line to the northwesterly corner of said Lot 84, being a distance of 153.96 feet; and thence along the northerly line of said Lot 84 a distance of 194.75 feet to the place of beginning.

Lot 100 except the south 21.79 feet thereof.

It is provided, however, that no building of any kind shall be erected upon said part lots except in accordance with and conformity to other sections of this declaration of restrictions.

Section 19. In all instances where plans and specifications are required to be submitted to and are approved by Corey Meadows Development Corp., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or
addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

**ARTICLE TWO**

Section 1. Upon the completion of sale of not less than seventy lots in Corey Meadows, Corey Meadows Development Corp. may cause a non-profit corporation to be incorporated under the laws of the State of Ohio, to be called "Corey Meadows Property Owners' Association, Inc.", or a name similar thereto, and upon such non-profit corporation being formed, every owner of a full building site in Corey Meadows shall become a member of such non-profit corporation, and each such member, including Corey Meadows Development Corp., shall be entitled to one vote for each lot owned by him or it on each matter submitted to a vote of the members; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. Upon said non-profit corporation being fully formed and officers and directors thereof elected, Corey Meadows Development Corp., by instrument in writing in the nature of an assignment shall transfer to said non-profit corporation the rights, privileges and powers herein retained with respect to the restrictions herein established, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

Section 3. The said non-profit corporation, by vote of 2/3ds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

**ARTICLE THREE**

Section 1. Each grantee of Corey Meadows Development Corp., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights, and powers of Corey Meadows Development Corp., created or reserved by this Declaration or by plat or by deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, regardless of how acquired, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length.
in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Corey Meadows Development Corp., its successors or assigns, the right (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Corey Meadows Development Corp., and Corey Meadows Development Corp., or its successors or assigns, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. None of the restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Corey Meadows Development Corp. reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 3 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by Corey Meadows Development Corp. or by the non-profit property owners' corporation formed
pursuant to ARTICLE TWO hereof, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by Corey Meadows Development Corp. shall be assignable and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Corey Meadows Development Corp. has caused this Declaration to be signed by its President and Secretary on the day and year first written above.

(Signed) COREY MEADOWS DEVELOPMENT CORP.

By William D. Snow, President

By Gertrude S. Baggerly, Secretary

Two witnesses.

Acknowledged September 24, 1969 by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 30, 1969 at 2:06 P.M., and recorded in Volume 2162 of Mortgages, page 707.